

KEY INFORMATION SUMMARY SHEET

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT



Request for Proposals No. S00R5400002 Media Buying, Creative Services, and Marketing Analysis Services

Procurement Officer: Michael Conaway
410-514-7148
(FAX) 410-987-4676
conaway@mdhousing.org

Contract Monitor: Tim Pinel

Submit Proposals to: Department of Housing and Community Development
Attention: Michael Conaway
100 Community Place
Crownsville, Maryland 21032-2023

For directions, click on "Contact Us" on the DHCD website
<http://www.mdhousing.org/Website/home/index.aspx>

Solicitation Issue Date: July 11, 2014

Pre-Proposal Conference: July 24, 2014 2:00 p.m. local time

Closing Date and Time: August 8, 2014 2:00 p.m. local time

Anticipated Contract Start: October 2014

NOTICE

Prospective Offerors who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address so that any amendments to the RFP and other communications may be sent to them.

Minority Business Enterprises and Small Businesses are encouraged to respond to this solicitation

STATE OF MARYLAND
NOTICE TO VENDORS/CONTRACTORS

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes to provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your bid/proposal or, if you have chosen not to respond, fax the completed form to 410-987-4676.

1. If you have responded with a "no bid" please indicate the reasons below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the Contract is not something we normally provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Please Explain in Remarks Section)
- ☐ The scope of work is beyond our current capacity.
- ☐ Doing business with Government is simply too complicated. (Please Explain in Remarks Section)
- ☐ We cannot be competitive. (Explain in Remarks Section)
- ☐ Time allotted for bid/proposal is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are prohibitive. (Explain in Remarks Section)
- ☐ Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in Remarks Section)
- ☐ MBE requirements (Explain in REMARKS section)
- ☐ Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory. (Explain in Remarks Section)
- ☐ Payment schedule is too slow.
- ☐ Other: _____

2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS: _____

Vendor Name: _____ Date _____

Contact Person: _____ Phone _____

Address: _____

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ATTACHMENTS:

- A. Contract Terms**
- B. Bid/Proposal Affidavit**
- C. Contract Affidavit**
- D. Minority Business Enterprise Participation**
- E. Living Wage Attachment**
- E-1 Living Wage Affidavit**
- F. Price Proposal Form**
- G. Personnel Assignment Form**

SECTION 1. PROPOSAL INFORMATION

1.1 PURPOSE

The Maryland Department of Housing and Community Development (DHCD), a principal department of the State of Maryland (State), is issuing this Request for Proposals (RFP) seeking the services of one or more qualified Contractors to provide planning, media buying, creative services, and marketing analysis services. Specific qualifications and services to be provided are outlined in Section 4 of this RFP. It is DHCD's intention to award contracts to up to two (2) Offerors whose proposals are determined to be the most advantageous to the State and DHCD.

1.2 ABBREVIATIONS AND DEFINITIONS

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- a. **Business Day(s)** – The official Working Days of the week to include Monday through Friday. Official Working Days exclude State Holidays (see definition of “Normal State Business Hours” below).
- b. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us.
- c. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment A**.
- d. **Contract Commencement** - The date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. See Section 1.4.
- e. **Contract Monitor (CM)** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE compliance, and achieving completion of the Contract on budget, on time, and within scope.
- f. **Contractor** – The selected Offeror that is awarded a Contract by the State.
- g. **Department or (DHCD)** – Department of Housing and Community Development.
- h. **eMM** – eMaryland Marketplace (see RFP Section 1.8).
- i. **Fixed Unit Price Hourly Rate** Fully loaded hourly rates by labor category established in the Contract that include all direct and indirect costs and profit for the Contractor.
- j. **Fully Loaded Rates** means the billing rate of a labor category that includes all profit, direct and indirect costs. The indirect costs shall include all costs that would normally be considered general administrative and clerical costs and/or travel costs, or that are in any way allocated by

the Contractor against direct labor hours as a means of calculating profit or recouping costs which cannot be directly attributable to a work order. General administrative, clerical, and travel costs cannot be billed to the State under this Contract.

- k. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- l. **Minority Business Enterprise (MBE)** – Any legal entity certified as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- m. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- n. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the NTP is the Go Live Date, and is the official start date of the Contract for the actual delivery of services as described in this solicitation. After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the Department Contract Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- o. **Offeror** – An entity that submits a Proposal in response to this RFP.
- p. **Procurement Officer** – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (Attachment A), including being the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
- q. **Proposal** – As appropriate, either or both of an Offeror’s Technical or Financial Proposal.
- r. **Request for Proposals (RFP)** – This Request for Proposals issued by the Department, Solicitation Number S00R5400002 dated June 17, 2014, including any addenda.
- s. **State** – The State of Maryland.
- t. **Total Proposal Price** - The Offeror’s total proposed price for services in response to this solicitation, included in the Financial Proposal with Attachment F – Price Form, and used in the financial evaluation of Proposals (see RFP Section 5.3).
- u. **Veteran-owned Small Business Enterprise (VSBE)** – a business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- v. **Working Day(s)** – Same as “Business Day(s).”

1.3 ISSUING OFFICE AND PROCUREMENT OFFICER

The sole point of contact in the State for purposes of this Request for Proposals (RFP) is the Procurement Officer at the Issuing Office address listed below:

Michael Conaway
Department of Housing and Community Development
100 Community Place, Room 2.609
Crownsville, Maryland 21032-2023
Telephone: 410-514-7148
Fax: 410-987-4676
E-mail: conaway@mdhousing.org

This RFP is also available on DHCD's website in PDF format:

<http://www.dhcd.state.md.us/Website/procure/procure.aspx>.

1.4 PROCUREMENT METHOD

This Contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03.

1.5 QUESTIONS

Questions will be accepted from prospective Offerors and should be submitted in a timely manner to the Procurement Officer only. E-mail submission of questions is preferable, but questions will also be accepted by mail or facsimile to the Procurement Officer.

The Procurement Officer will decide whether an answer can be given before the closing date, based on the availability of time to research and communicate an answer. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all offerors who are known to have received a copy of this RFP.

1.6 PROPOSAL SUBMISSION REQUIREMENTS AND DEADLINE

An unbound, clearly marked original and five (5) bound copies of the Technical Proposal, in a separate sealed envelope marked "Media Buying, Creative Services, and Marketing Analysis Services – Technical Proposal" and an unbound, clearly marked original and five (5) bound copies of the Price Proposal in a separate sealed envelope marked "Media Buying, Creative Services, and Marketing Analysis Services – Price Proposal" must be received at the Issuing Office no later than the date and time listed on the Key Information Summary Sheet, in order to be considered, except as provided in COMAR 21.05.02.10. The original shall be clearly identified and shall bear the original signature of the individual authorized to commit the firm.

Requests for an extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt at the Issuing Office. Proposals submitted by e-mail or facsimile will not be accepted. Opened proposals will not be returned to Offerors.

1.7 PRE -PROPOSAL CONFERENCE

A pre-proposal conference will be held at DHCD, 100 Community Place Crownsville, Maryland 21032 at the date and time listed on the Key Information Summary Sheet. While attendance at the pre-proposal conference is not mandatory, information discussed may be significant. Therefore, all interested parties are encouraged to attend in order to better prepare proposals. In addition, attendance may facilitate the offeror's understanding and ability to meet the established Minority Business Enterprise (MBE) goal.

1.8 MULTIPLE OR ALTERNATE PROPOSALS

Neither multiple nor alternate proposals will be accepted.

1.9 DURATION OF OFFER

Proposals submitted in response to this RFP are irrevocable for a period of one hundred twenty (120) days following the closing date. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.10 MANDATORY CONTRACTUAL TERMS

By submitting a proposal in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the standard contract terms and conditions, included as Attachment A. Any exceptions to this RFP, or Attachment A attached, must be clearly identified in the Executive Summary submitted with the Technical Proposal. A proposal that takes exception to these terms may not be reasonably susceptible of being selected for award.

1.11 INCORPORATION OF RFP AND PROPOSAL

The applicable sections of this RFP and the successful Offeror's proposal shall be incorporated into the resulting contract.

1.12 BID/PROPOSAL AFFIDAVIT AND RESIDENT AGENT

Offerors must submit a completed Bid/Proposal Affidavit, Attachment B, with their Technical Proposal. If an item on this Affidavit is not applicable, please indicate so. All blanks are to either contain an answer or a Not Applicable designation.

Additionally, in order to legally conduct business within the State of Maryland, all corporate entities must appoint and maintain a Resident Agent who receives legal process and other communications on behalf of the entity.

The failure to register and designate a Resident Agent may foreclose or hinder the company's ability to legally enter into contracts and gain access to the state courts. Moreover, it may subject the company to monetary, civil, and possibly criminal sanctions. Also, failure to maintain a Resident Agent may cause your company to fall out of "good standing" within the State. This will subject your license to do business within the State to forfeiture, with monetary penalties assessed to reinstate your company to a "good standing."

1.13 CONTRACT AFFIDAVIT

All Offerors are advised that if a contract is awarded as a result of this solicitation, the successful Offeror(s) will be required to complete and submit to the Procurement Officer a Contract Affidavit confirming that all statements made on the Bid/Proposal Affidavit (Attachment B) remain true and correct in all respects as of the date of the Contract. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP.

1.14 REVISIONS TO THE RFP

If it becomes necessary to revise this RFP, amendments will be provided to all prospective Offerors that were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Failure to acknowledge receipt does not relieve the Offeror from complying with all terms of any such amendment.

1.15 RFP CANCELLATION / REJECTION

The State reserves the right to cancel this RFP at any time prior to contract award pursuant to COMAR 21.06.02.02. The State also reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP and to waive or permit cure of minor irregularities in any manner necessary to serve the best interests of the State of Maryland. Offerors whose proposals are not accepted will be notified in writing.

1.16 INCURRED EXPENSES

The State will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal or in performing any other activities relative to this solicitation.

1.17 ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this RFP.

1.18 PROTESTS/DISPUTES

Any protests or disputes related respectively to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10, Administrative and Civil Remedies.

1.19 USE OF EMARYLAND MARKETPLACE

e-Maryland Marketplace is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DHCD web site (www.mdhousing.org) and other means for transmitting the RFP and associated materials, the solicitation and minutes of the pre-bid/proposal conference, Offeror questions and DHCD responses, addenda, and other solicitation related information may be provided via e-Maryland Marketplace.

This means that all such information is immediately available to organizations that subscribe to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is recommended that all Offerors interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace, free of charge.

1.20 MINORITY BUSINESS ENTERPRISES (MBE)

1.20.1 Establishment of Goal and Subgoals.

An overall MBE subcontractor participation goal of 33% of the contract dollar amount associated with the Contractor fees only has been established for this procurement.

In addition, the following subgoals have been established for this procurement:

- 7% for African-American MBEs,
- 12% for Woman-Owned MBEs.

Notwithstanding any subgoals established above, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

1.20.2 Attachments D-1 to D-5 - The following Minority Business Enterprise participation instructions, and forms are provided to assist Bidders/Offerors:

Attachment D-1A	MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (must submit with Bid/Proposal)
Attachment D-1B	Waiver Guidance

Attachment D-1C	Good Faith Efforts Documentation to Support Waiver Request
Attachment D-2	Outreach Efforts Compliance Statement
Attachment D-3A	MBE Subcontractor Project Participation Certification
Attachment D-3B	MBE Prime Project Participation Certification
Attachment D-4A	Prime Contractor Paid/Unpaid MBE Invoice Report
Attachment D-4B	MBE Prime Contractor Report
Attachment D-5	Subcontractor/Contractor Unpaid MBE Invoice Report

1.20.3 An Offeror shall include with its Bid/Proposal a completed MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A) whereby:

- (a) The Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
- (b) The Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Bid/Proposal submission. The Bidder/Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.
- (c) An Offeror requesting a waiver should review Attachment D-1B (Waiver Guidance) and G-1C (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

If an Offeror fails to submit a completed Attachment D-1A with the Proposal as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award.

1.20.4 Offerors are responsible for verifying that each of the MBE(s) (including any MBE primes and/or MBE primes participating in a joint venture), selected to meet the goal and any subgoals and subsequently identified in Attachment D-1A is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.

1.20.5 Within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Offeror must provide the following documentation to the Procurement Officer.

- (a) Outreach Efforts Compliance Statement (Attachment D-2).
- (b) MBE Prime/Subcontractor Project Participation Certification (Attachment D-3A/3B).
- (c) If the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.

- (d) Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.

If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award. If the Contract has already been awarded, the award is voidable.

1.20.6 A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.state.md.us/directory/>. The most current and up-to-date information on MBEs is available via this website. ***Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.***

1.20.7 The Contractor, once awarded a Contract, will be responsible for submitting or requiring its subcontractor(s) to submit the following forms to provide the State with ongoing monitoring of MBE Participation:

- (a) Attachment D-4A (Prime Contractor Paid/Unpaid MBE Invoice Report).
- (b) Attachment D-4B (MBE Prime Contractor Report)
- (c) Attachment D-5 (MBE Subcontractor/Contractor Unpaid MBE Invoice Report).

1.20.8 An Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C) and all documentation within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.

1.20.9 All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (Attachment D-1A), completed and submitted by the Offeror in connection with its certified MBE participation commitment shall be considered a part of the resulting Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Proposal for order of precedence purposes (see Contract - Attachment B, Section II).

1.20.10 The Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions. (See Contract - Attachment B, Section V (30))

1.20.11 As set forth in COMAR 21.11.03.12-1(D) when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract

that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation sub-goals, if any, established for the contract.

In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule (Attachment D-1A) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the sub-goals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule (Attachment D-1A)) used to meet those goals. If dually-certified, the MBE prime can be designated as only one of the MBE classifications but can self-perform up to 100% of the stated sub-goal.

As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract.

1.20.12 With respect to Contract administration, the Contractor shall:

- (a) Submit by the 15th of each month to the Agency's designated representative:
 - i. A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment G-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
 - ii. (If Applicable) An MBE Prime Contractor Report (Attachment G-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
- (b) Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit by the 15th of each month to the Department's designated representative an MBE Subcontractor Paid/Unpaid Invoice Report (Attachment G-5) that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding 30 days, as well as any outstanding invoices, and the amounts of those invoices.
- (c) Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.

- (d) Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
- (e) Upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.
- A. The successful Offeror(s) shall structure its subcontracts in a good-faith effort to achieve that goal using businesses certified by the State of Maryland as minority owned and controlled. During the term of the Contract, the successful Offeror(s) is (are) prohibited from changing the Minority Enterprise Utilization Plan as submitted (per Section 1.20 C below) without the prior written consent of DHCD.
- B. MBE requirements are specified in Attachment D of this RFP. Subcontractors used to meet the MBE goal in this RFP shall be identified using Attachment D-1, which **must** be completed, signed and submitted with each bid or proposal. **Proposals submitted without this attachment completed and fully executed shall be deemed not reasonably susceptible of contract award.**
- C. A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, P. O. Box 8755, B.W.I. Airport, Maryland 21240-0755; phone number is 410-865-1244. The directory is also available at <http://www.mdot.state.md.us>; select the *MBE Program* label. The most current and up-to-date information on MBEs is available via the website.
- D. Minority Business Enterprises are encouraged to respond to this solicitation as prime contractors. MBE vendors are encouraged to obtain MBE certification from the Maryland Department of Transportation, Office of Minority Business Enterprise. Direct all certification-related questions to:

Office of Minority Business Enterprise
Maryland Department of Transportation
P.O. Box 8755
BWI Airport, Maryland 21240-0755
(410) 859-7328
http://www.mdot.state.md.us/MBE_Program/
- E. Maryland-certified minority contractors shall include the certification number on the Price Proposal. Prime contractors who are themselves MBE-certified must meet the MBE subcontract participation goal.

- F. By its response to this solicitation, the Offeror acknowledges the MBE subcontract participation goal and affirms that the approved MBE participation level is a contract deliverable to be performed by one or more certified MBEs. During the term of the contract, the successful Offeror(s) shall comply with the Minority Enterprise Utilization Plan described in Attachment D.

H. 1.9.11 As set forth in COMAR 21.11.03.12-1(D) when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation sub-goals, if any, established for the contract.

In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule (Attachment D-1A) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the sub-goals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule (Attachment D-1A)) used to meet those goals. If dually-certified, the MBE prime can be designated as only one of the MBE classifications but can self-perform up to 100% of the stated sub-goal.

As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract.

1.21 ACCESS TO PUBLIC RECORDS ACT NOTICE

Offerors should give specific attention to the clear identification of those portions of their proposal that are considered confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. This information is to be placed after the Title Page and before the Table of Contents of the respective proposal to facilitate public inspection of the non-confidential portion of the proposal. Respondents are advised that, upon request for this information from a third party, DHCD is required to make an independent determination whether the information may be disclosed (see COMAR 21.05.08.01).

1.22 ARREARAGES

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland. This includes the payment of taxes and employee benefits. The Offeror shall not become so in arrears during the term of the Contract if selected for contract award.

1.23 VERIFICATION OF REGISTRATION AND TAX PAYMENT

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for contract award.

1.24 RECIPROCAL PREFERENCE

The provisions of State Finance and Procurement Article Section 14-401 and COMAR 21.05.01.04 shall apply to this solicitation. If applicable, a nonresident Offeror submitting an offer for this solicitation shall attach to the offer a copy of the current statute, resolution, policy, procedure, or executive order of the resident state for the nonresident Offeror that pertains to that state's treatment of nonresident Offerors for similar services. A preference shall be identical to the preference that the other state gives to its residents.

1.25 FALSE STATEMENTS

Offerors are advised that section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- A. In connection with a procurement contract a person may not willfully:
 - (1) falsify, conceal, or suppress a material fact by any scheme or device;
 - (2) make a false or fraudulent statement or representation of a material fact;
 - (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- B. Aiding or conspiring with others – A person may not aid or conspire with another person to commit an act under subsection (A) of this section.
- C. Penalty – A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

1.26 ELECTRONIC FUNDS TRANSFER

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAC X-10 Vendor Electronic Funds Registration Request Form may be downloaded from: <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>.

1.27 SMALL BUSINESSES

Although this is not a Small Business Reserve procurement, small businesses are encouraged to respond to this solicitation and to register with the Maryland Department of General Services for the Maryland Small Business Reserve Program through a self-certification process at <https://www.smallbusinessreserve.maryland.gov/registration/>.

A “Small Business” is defined as a business, other than a broker, that meets the following criteria:

- The business is independently owned and operated;
- The business is not a subsidiary of another business;
- The business is not dominant in its field of operation;
- The wholesale operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
- The retail operations of the business did not employ more than 25 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
- The manufacturing operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
- The service operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years; and
- The construction operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.

If a business has not existed for three years, the gross sales average is computed for the period of the business's existence. For newly formed businesses the determination will be based upon employment levels and projected gross sales.

A Small Business is not the same as a Minority Business Enterprise, but a business can be both if it has been certified by the Maryland Department of General Services as a Small Business and has been certified by the Maryland Department of Transportation Minority Business Enterprise Program as a Minority Business Enterprise.

1.28 SUBSTITUTION OF PERSONNEL

A. Continuous Performance of Key Personnel

Unless substitution is approved per paragraphs B-D of this section, key personnel shall be the same personnel proposed in the Contractor’s Technical Proposal, which will be incorporated into the Contract by reference. Such identified key personnel shall perform

continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key personnel may not be removed by the Contractor from working under this Contract, as described in the RFP or the Contractor's Technical Proposal, without the prior written approval of the Contract Monitor.

If the Contract is task order based, the provisions of this section apply to key personnel identified in each task order proposal and agreement.

B. Definitions

For the purposes of this section, the following definitions apply:

Extraordinary Personal Circumstance – means any circumstance in an individual's personal life that reasonably requires immediate and continuous attention for more than fifteen (15) days and that precludes the individual from performing his/her job duties under this Contract. Examples of such circumstances may include, but are not limited to: a sudden leave of absence to care for a family member who is injured, sick, or incapacitated; the death of a family member, including the need to attend to the estate or other affairs of the deceased or his/her dependents; substantial damage to, or destruction of, the individual's home that causes a major disruption in the individual's normal living circumstances; criminal or civil proceedings against the individual or a family member; jury duty; and military service call-up.

Incapacitating – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual's position in the RFP or the Contractor's Technical Proposal.

Sudden – means when the Contractor has less than thirty (30) days' prior notice of a circumstance beyond its control that will require the replacement of any key personnel working under the Contract.

C. Key Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of staff substitution described in paragraph D of this section.

1. The Contractor shall demonstrate to the Contract Monitor's satisfaction that the proposed substitute key personnel have qualifications at least equal to those of the key personnel for whom the replacement is requested.
2. The Contractor shall provide the Contract Monitor with a substitution request that shall include:
 - A detailed explanation of the reason(s) for the substitution request;
 - The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor;

- The official resume of the current personnel for comparison purposes; and
 - Any evidence of any required credentials.
3. The Contract Monitor may request additional information concerning the proposed substitution. In addition, the Contract Monitor and/or other appropriate State personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
 4. The Contract Monitor will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Monitor will not unreasonably withhold approval of a requested key personnel replacement.

D. Replacement Circumstances

1. Voluntary Key Personnel Replacement

To voluntarily replace any key personnel, the Contractor shall submit a substitution request as described in paragraph C of this section to the Contract Monitor at least fifteen (15) days prior to the intended date of change. Except in a circumstance described in paragraph D.2 of this clause, a substitution may not occur unless and until the Contract Monitor approves the substitution in writing.

2. Key Personnel Replacement Due to Vacancy

The Contractor shall replace key personnel whenever a vacancy occurs due to the sudden termination, resignation, leave of absence due to an Extraordinary Personal Circumstance, Incapacitating injury, illness or physical condition, or death of such personnel. (A termination or resignation with thirty (30) days or more advance notice shall be treated as a Voluntary Key Personnel Replacement as per Section D.1 of this section.).

Under any of the circumstances set forth in this paragraph D.2, the Contractor shall identify a suitable replacement and provide the same information or items required under paragraph C of this section within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

3. Key Personnel Replacement Due to an Indeterminate Absence

If any key personnel has been absent from his/her job for a period of ten (10) days due to injury, illness, or other physical condition, leave of absence under a family medical leave, or an Extraordinary Personal Circumstance and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous

absence, the Contractor shall identify a suitable replacement and provide the same information or items to the Contract Monitor as required under paragraph C of this section.

However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Monitor, at the option and sole discretion of the Contract Monitor, the original personnel may continue to work under the Contract, or the replacement personnel will be authorized to replace the original personnel, notwithstanding the original personnel's ability to return.

4. Directed Personnel Replacement

- a. The Contract Monitor may direct the Contractor to replace any personnel who are perceived as being unqualified, non-productive, unable to fully perform the job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, agency, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph 4.b. If after such remediation the Contract Monitor determines that the personnel performance has not improved to the level necessary to continue under the Contract, if at all possible at least fifteen (15) days notification of a directed replacement will be provided. However, if the Contract Monitor deems it necessary and in the State's best interests to remove the personnel with less than fifteen (15) days' notice, the Contract Monitor can direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

In circumstances of directed removal, the Contractor shall, in accordance with paragraph C of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

- b. If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor shall give written notice of any personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written Remediation Plan within ten (10) days of the date of the notice and shall implement the Remediation Plan immediately upon written acceptance by the Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.

Should performance issues persist despite the approved Remediation Plan, the Contract Monitor will give written notice of the continuing performance

issues and either request a new Remediation Plan within a specified time limit or direct the substitution of personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the key personnel at issue.

Replacement or substitution of personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.

SECTION 2. CONTRACT INFORMATION

2.1 PARTIES TO THE CONTRACT

The contract entered into as a result of the response to this RFP shall be by and between the successful Offeror as Contractor and DHCD, and shall include the terms and conditions of Attachment A of this RFP and generally the provisions of this RFP. Any exceptions must be clearly identified in the Executive Summary section of the Technical Proposal. Attachment A is included for information only and is not to be submitted with the Offeror's proposal.

2.2 CONTRACT TERM

The contract resulting from this RFP shall commence after all appropriate State approvals have been obtained, and shall extend for a period of three (3) years. This contract may be extended for one (1) period of two (2) years at the sole discretion of the Department and at the prices quoted in the Financial Proposal Form for Option Years.

2.3 CONTRACT TYPE

The Contract awarded as a result of this solicitation shall be an indefinite quantity contract as defined by COMAR 21.06.03.06 A (2) with unit prices of a fixed price type.

2.4 COMPENSATION AND METHOD OF PAYMENT

The following applies separately to each Contractor selected:

A. Compensation

1. DHCD will pay the Contractor monthly for Marketing Planning Services. Payment shall be based upon the actual number of hours expended by the Contractor in performance of the planning required by DHCD in the preceding month, multiplied by the fully loaded hourly rates of compensation in Section I of the Contractor's Attachment F, Price Proposal Form.
2. DHCD will pay the Contractor monthly for Media Buying Services. Payment shall be based upon the actual number of hours expended by the Contractor in performance of the services requested by DHCD in the preceding month, multiplied by the fully loaded hourly rates of compensation in Section II of the Contractor's Attachment F, Price Proposal Form.

3. DHCD will reimburse the Contractor for the net cost of media placement (i.e., television, radio, print, on-line, etc.). Net media cost is defined as gross media cost less the industry standard media rebate of fifteen (15) percent. Annual budgeted amount for media placement is \$800,000.
4. DHCD will pay the Contractor monthly for Creative Services. Payment shall be based upon the actual number of hours expended by the Contractor in performance of the services requested by DHCD in the preceding month, multiplied by the fully loaded hourly rates of compensation in Section III of the Contractor's Attachment F, Price Proposal Form.
5. DHCD will pay the Contractor monthly for Marketing Analysis Services. Payment shall be based upon the actual number of hours expended by the Contractor in performance of the services requested by DHCD in the preceding month, multiplied by the fully loaded hourly rates of compensation in Section IV of the Contractor's Attachment F, Price Proposal Form.
6. DHCD will pay the Contractor for the task orders completed as described in section 4.5 of this RFP and according to the fully loaded hourly rates proposed on Contractor's Attachment F, Price Proposal Form for each Functional Area which is expected under the response to the task order.

B. Method of Payment

1. Payment to the Contractor will be upon approval by DHCD of an accurate invoice detailing the services rendered. Invoices must be addressed to the Contract Manager, Department of Housing and Community Development, 100 Community Place, Crownsville, Maryland 21032.
2. A proper invoice must include vendor's mailing address, the vendor's Federal Tax ID number, the State's assigned contract control number, a copy of any approved task-order for which payment is being requested, and goods/services provided.
3. Payments to the Contractor pursuant to this contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

2.5 SCOPE OF CONTRACT

Work to be performed and the services to be provided by the Contractor(s) will consist of the items described in Section 4 of this RFP.

2.6 CONTRACTOR RESPONSIBILITIES

The Contractor will assume sole responsibility for all work to be performed under their Contract and will be the sole point of contact for DHCD with regard to contractual matters.

2.7 WORK PRODUCTS

All products, including work papers, draft documents, notes, calculations and all other written materials regarding the engagements prepared under the terms of this contract are the property of the State of Maryland, and shall be delivered at the end of the contract in a form useable to DHCD.

2.8 INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless DHCD and the State from all liability which may hereafter be incurred by reason of dissemination, publication, distribution, or circulation in any manner whatsoever of any information, data, or records pertaining in any way to the contract by the Contractor and its employees.

2.9 LIVING WAGE REQUIREMENTS

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment E entitled Living Wage Requirements for Service Contracts). **If the Offeror fails to submit and complete the Affidavit of Agreement, the State may determine an Offeror to be not responsible.**

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier Area. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation will be deemed to be a Tier 1 contract or a Tier 2 contract depending on the location(s) from which the contractor provides 50% or more of the services. If the contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the contract will be a Tier 1 contract. If the contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the contract will be a Tier 2 contract. If the contractor provides more than 50% of the services from an out-of-State location, then the contract will be deemed to be a Tier 1 contract. The Offeror must identify in their Offer the location(s) from which services will be provided.

2.10 LIQUIDATED DAMAGES

This Contract requires the Contractor to make good faith efforts to comply with the Minority Business Enterprise ("MBE") Program and contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE

Program and MBE contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

1. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$25.15 per day until the monthly report is submitted as required.
2. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$ 88.04 per MBE subcontractor.
3. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.
4. Failure to meet the Contractor's total MBE participation goal and sub-goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
5. Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this Contract: \$94.33 per day until the undisputed amount due to the MBE subcontractor is paid.

Notwithstanding the use of liquidated damages, the State reserves the right to terminate the contract and exercise all other rights and remedies provided in the Contract or by law.

SECTION 3. MINIMUM QUALIFICATIONS

The following qualifications must be met to be considered:

- A. **Experience:** The Offeror shall have at least five (5) recent years of experience providing the media buying, creative services, and marketing analysis services as described in Section 4, Scope of Services.
- B. **Billings:** The Offeror shall have had one million dollars in billings for advertising placement each year over the past five (5) years.
- C. **Location:** The Contractor shall maintain an office located in the State of Maryland throughout the term of the Contract.

SECTION 4. SCOPE OF SERVICES

4.1 BACKGROUND

DHCD promotes homeownership opportunities, energy assistance for homeowners and businesses, the expansion of sustainable communities, foreclosure prevention programs, small and minority business opportunities and neighborhood revitalization throughout Maryland and requires the services of a professional advertising firm with extensive media buying power to reach its target audiences. On an annual basis, DHCD spends approximately \$1,000,000 in the four (4) Functional Areas listed below in RFP § 4.2.2 of which approximately \$800,000 comprises media buys.

In this RFP DHCD is seeking advice and counsel of professional services to further maximize the DHCD's investment in homeownership development and the conservation of its neighborhoods.

4.2 SCOPE OF SERVICES

DHCD desires to enter into up to two (2) Contracts with qualified Contractors to provide a wide range of media buying, creative services, and marketing analysis services as more fully described below.

4.2.1 SELECTION OF CONTRACTOR BY CAMPAIGN

If DHCD enters into a contract with more than one Contractor, work will be allocated to each contractor by Campaign. For purposes of this RFP and associated contracts, a Campaign will be defined as a significant body of work encompassing at least a three (3) month period, and in most cases up to a year or more, with a focus area on a particular program area (e.g. Foreclosure Prevention) or targeted service population (e.g. Military Veterans). Each campaign will

encompass work associated with all four (4) Functional Areas described in detail in the following section of this RFP.

Only one Contractor will be assigned to each Campaign, and the selection process is described in section 4.4 (Campaign Selection Process).

Should DHCD enter into only one contract, the Campaign Selection Process will not be used.

Once selected for a given Campaign, the scope of work associated with that Campaign will be defined through the Campaign Task Order process, outlined in Section 4.5.1.

For certain work that does not meet the characteristics of a full Campaign (e.g. the production of an occasional collateral piece or website content development), DHCD may use the Occasional Task Order process described in Section 4.5.2.

4.2.2 CAMPAIGNS

Within each Campaign, the selected Contractor shall:

- Provide high quality marketing support to DHCD, encompassing
 - the creation and implementation of quarterly marketing and advertising plans;
 - marketing analysis, including:
 - target market analysis;
 - performance tracking (lead generation and lead conversion);
 - competitive market analysis, including but not limited to;
 - SWOT analysis;
 - Interviews, surveys and focus groups;
 - Segmentation research; and
 - Branding and positioning research.
 - ad purchasing and placement;
 - promotions and event planning; and
 - account service, including regular and requested meetings, monthly status updates and performance reports.
- Be a full-service advertising agency: The Contractor's in-house services shall include account service, creative development of advertising (including, but not limited to television, radio, print, Internet and mobile, outdoor, point of sale, direct response); collateral development and production; branding, public relations; promotions, marketing, production, planning and support, research, product development, and full media support services;
- Perform a full complement of creative design and execution as directed by DHCD including but not limited to: design of advertising (television, radio, print, Internet and mobile, outdoor, point of sale and direct response), publications, copy, logo, slogan, music, and other activities needed to communicate DHCD's marketing message; and

- Produce creative, collateral and publications, which support DHCD's marketing message delivered through all relevant channels and formats.

A. Functional Area I – Marketing Planning

In partnership and consultation with DHCD, the Contractor shall produce and submit a Quarterly Marketing and Advertising Plan describing strategies and marketing activities planned for the following quarter. These plans shall be submitted no later than one month prior to the first day of each quarter, and will include:

- Quarterly marketing objectives, including agreed performance benchmarks and achievement of program goals by activity and/or marketing channel, as determined relevant by DHCD;
- Relevant target market analysis, including, where required:
 - SWOT analysis;
 - Interviews, surveys and focus groups;
 - Segmentation research; and
 - Branding and positioning research
- Planned activities and their projected costs, including, but not limited to television, radio, print, internet and mobile, outdoor, point of sale and direct response;
- Required collateral and creative development; and
- Broad guidance on suitable marketing and advertising strategic planning and opportunities for relevant marketing analysis for the following 12 month period.

B. Functional Area II - Media Buying Services

As directed by DHCD, via Occasional Task Order or as included in approved Quarterly Marketing and Advertising Plans, the Contractor shall conduct media planning and placement of multiple advertising programs for the general market, emerging market, and any potential new markets with frequently overlapping implementation schedules. Tasks include:

- Arrange off-line (traditional), on-line (internet based) and mobile (location or device-based) advertising, and any new media vehicles and channels that are available in DHCD's area of focus;
- Negotiate, place and purchase media for DHCD. Contractor shall also be required to verify and reconcile invoices received from media outlets on behalf of DHCD;
- Ensure on-going cost tracking and evaluation/analysis;
- Develop briefs that detail media strategies and tactics recommended for a particular DHCD initiative;
- Provide detailed specifications of all media buys to DHCD for approval prior to placing any media buy;
- Exhibit superior media negotiation skills to achieve maximum statewide and local merchandising and/or promotion opportunities (e.g. added value);

- Track and evaluate advertising programs utilizing post-buy evaluation and reporting methodologies in order to provide DHCD with maximum media efficiency;
- Initiate and assist in implementation of a variety of media, special event and sports sponsorships; and work with DHCD's in-house staff to complete projects as required.

Although there may be some increase or decrease in volume, DHCD anticipates promotional advertising placement services such as print, radio, bus, billboard, and on-line of approximately \$800,000 per year for the life of the contract.

The Contractor shall submit monthly reports listing the status of current activities and details of completed projects to the Contract Manager no later than 15th day of the following month. The Contractor's invoices shall be submitted at the same time.

C. Functional Area III- Creative Services

As directed by DHCD, via Occasional Task Order or as included in approved Quarterly Marketing and Advertising Plans, the Contractor shall perform creative services to include, but not limited to:

1. Consultation, design, and layout of marketing materials such as:
 - brochures, manuals, calendars, and direct mail postcards;
 - television, radio, print, Internet and mobile, outdoor and point of sale advertisements,
 - posters;
 - web graphics for inclusion on DHCD's websites;
 - trade show and conference exhibits; and
2. event materials such as invitations, agendas, award certificates; Photography/videography services.

Contract Manager Responsibilities:

The DHCD Contract Manager or designee will notify the Contractor, by Occasional Task Order, of creative projects as needs arise in addition to planned activities as described in approved Quarterly Marketing and Advertising Plans, including project specifications and a proposed schedule. As appropriate, DHCD may provide specific materials to the Contractor, such as text, charts, and photographs, in formats to include Microsoft Word, Microsoft Excel, Illustrator, Adobe, EPS, and JPEG file.

Contractor Responsibilities:

For each creative project, the Contractor shall:

- Forward an estimate of the project cost and schedule, including the anticipated number of hours for project completion as well as proposed dates of milestones and deliverables, to the DHCD Contract Manager for review and approval;
- Commence work upon receiving approval of the project plan by DHCD;
- Provide a proof via email for DHCD review and approval;
- Provide final art to DHCD in a format determined by DHCD; include a documented description of all design elements, including font type, colors, and paper stock;
- Coordinate print production process with printer vendors, as directed by DHCD. Although DHCD may ask the Contractor to make recommendations regarding printers for appropriate projects, DHCD will handle printing and associated costs apart from the Media Buying, Creative Services, and Marketing Analysis Services contract; and
- Work with DHCD's in-house staff to complete projects as required.

The Contractor shall submit monthly reports listing the status of current activities and details of completed projects to the Contract Manager no later than 15th day of the following month. The Contractor's invoices shall be submitted at the same time.

D. Functional Area IV – Marketing Analysis Services

The Contractor shall, as directed by DHCD, via Occasional Task Order or as included in approved Quarterly Marketing and Advertising Plans, perform marketing analysis activities to include, but not limited to:

- Conduct necessary research that will update or determine a baseline for branding efforts by DHCD (e.g. historical lead generation and customer conversion metrics); and
- Conduct other special research, qualitative and quantitative, as determined by DHCD. Examples of other special research may include, but are not limited to, ad concept testing, market segmentation studies, focus groups for specific product testing (live and/or online), and public opinion studies.

The Contractor shall submit monthly reports listing the status of current activities and details of completed projects to the Contract Manager no later than 15th day of the following month. The Contractor's invoices shall be submitted at the same time.

4.3 OWNERSHIP OF MATERIAL

The Contractor agrees that all data and material including, but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, dies, prints, disks/diskettes, electronic art files with required supporting graphics including images and fonts, and computations prepared by or for her/him for the design under the terms of this agreement, shall at any time during the performance of the services be made available to DHCD (without any additional charges) upon request and shall become and remain the property of DHCD upon termination or completion of the services. DHCD reserves the right to use the original designs and materials without

restriction or limitation and without compensation to the Contractor other than that provided for in the Contract.

4.4 CAMPAIGN SELECTION PROCESS

In order to select a Contractor for a given Campaign, a selection process will be implemented with the following steps:

1. DHCD will send each Contractor a Proposed Campaign Summary, describing a desired future Campaign encompassing a description of the program area or targeted service population that will be the focus of the Campaign, overall Campaign objectives and initial estimates of:
 - i. Campaign goals;
 - ii. Campaign timeline; and
 - iii. Campaign budget.
2. Within 10 business days, Contractors will submit a Campaign Proposal that includes, at a minimum:
 - i. Two (2) Campaign concepts;
 - ii. Proposed adjustments to Campaign goals, timeline and/or budget necessary to meet the overall Campaign objectives;
 - iii. A high-level Scope of Work for the Campaign
3. DHCD will review proposals from each Contractor (see review process below), and will rank the proposals against the following criteria:
 - i. Past performance on executed campaigns associated with related program / service areas;
 - ii. Cost effectiveness (ability to achieve campaign goals with lowest budget)
 - iii. Quality and suitability of concepts presented, and their alignment with DHCD's brand, mission and vision)
4. DHCD will select a Contractor within 10 business days of receiving submitted Campaign Proposals, and will inform each Contractor of the selected Contractor within this timeframe.
5. The successful Contractor will then be provided with a Campaign notice to proceed to initiate launch of the Campaign.

4.5 TASK ORDER PROCESS

4.5.1 CAMPAIGN TASK ORDER PROCESS

- A. Upon selection by DHCD for a Campaign, DHCD will issue a Campaign Task Order request to the selected Contractor outlining the details of the Campaign and identifying a response date to DHCD.

- B. The Contractor shall develop a written scope of work for the Campaign, including a proposed schedule and itemized project estimate, which must include the fully loaded labor rates as provided in Attachment F for the appropriate functional area proposed. The Contract Manager or designee will forward a written notice to proceed, which the Contractor must receive before commencing work.
- C. The Contractor shall perform tasks according to the approved written specifications along with quality and quantity guidelines. Such work within a Campaign will normally include the development of a Quarterly Marketing and Advertising Plan, Creative Services, Media Buying Services and Marketing Analysis Services (see section 4.2 for details of these Functional Areas). Any work performed by the Contractor under this Contract shall be subject to the approval of the Contract Manager or other designee and may be rejected. If any work is disapproved, the Contractor shall promptly make appropriate revisions until the work meets the approval of the Contract Manager. The original estimate will remain in effect without additional cost to DHCD.
- D. All work performed by the Contractor under this Contract shall become the exclusive property of DHCD. Additionally, all original text artwork, media materials, etc. shall be given to DHCD at the time designated by the Contract Manager or designee.
- E. Any artwork, marketing/strategic plans, production pieces or other specific project work requested of the Contractor by DHCD shall be for DHCD's exclusive use. The Contractor shall not release to any person or entity other than DHCD without the specific written consent of the Contract Manager.
- F. All work performed by the Contractor or Subcontractors, including all billing and/or DHCD related financial records shall be subject to DHCD review upon request.

The Contractor shall submit monthly recap reports, which include current expenditures by project. Additionally, DHCD may require that the Contractor attend quarterly budget update meetings at a time and location in Maryland designated by the Contract Manager or designee.

4.5.2 OCCASIONAL TASK ORDER PROCESS

- A. DHCD will issue an Occasional Task Order request to a selected Contractor who is determined to be most advantageous to the Department outlining the designated project and identifying a response time due date to DHCD. Rush projects may occur from time to time, for which the Contractor must be able to provide a turnaround time of 24 to 48 hours.
- B. The Contractor shall develop a written scope of work, including a proposed schedule, in response to the Occasional Task Order request and itemized project estimate, which must include the fully loaded labor rates as provided in Attachment F for the appropriate functional area proposed requested by the Contract Manager within the schedule

designated by the Occasional Task Order request. The Contract Manager or designee will forward a written notice to proceed, which the Contractor must receive before commencing work.

- C. The Contractor shall perform tasks according to the approved written specifications along with quality and quantity guidelines. Any work performed by the Contractor under this Contract shall be subject to the approval of the Contract Manager or other designee and may be rejected. If any work is disapproved, the Contractor shall promptly make appropriate revisions until the work meets the approval of the Contract Manager. The original estimate will remain in effect without additional cost to DHCD.
- D. All work performed by the Contractor under this Contract shall become the exclusive property of DHCD. Additionally, all original text artwork, media materials, etc. shall be given to DHCD at the time designated by the Contract Manager or designee.
- E. Any artwork, marketing/strategic plans, production pieces or other specific project work requested of the Contractor by DHCD shall be for DHCD's exclusive use. The Contractor shall not release to any person or entity other than DHCD without the specific written consent of the Contract Manager.
- F. All work performed by the Contractor or Subcontractors, including all billing and/or DHCD related financial records shall be subject to DHCD review upon request.

The Contractor shall submit monthly recap reports, which include current expenditures by project. Additionally, DHCD may require that the Contractor attend quarterly budget update meetings at a time and location in Maryland designated by the Contract Manager or designee.

SECTION 5. PROPOSAL FORMAT

5.1 GENERAL

The Offeror's Technical Proposal should be prepared in a straightforward and concise manner, detailing the Offeror's capabilities to satisfy the requirements of this RFP and should conform to the Outline listed in Section 5.2.B below.

5.2 TECHNICAL PROPOSAL

A. General:

Offerors must submit, under separate cover, a clearly marked original and five (5) copies of the Technical Proposal in a separate sealed envelope titled "Media Buying, Creative Services, and Marketing Analysis Services – Technical Proposal."

Offerors should include a transmittal letter on the Offeror's stationery, signed by an individual who is authorized to bind the firm to all statements in the proposal and the services and requirements as stated in the RFP.

B. Outline of sections to be included in the Technical Proposal:

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Tab 1 – Minimum Qualifications

The Offeror shall demonstrate that it meets the qualifications outlined in Section 3 by:

- A. Discussing the experience of the firm as it relates to the requirements of Section 3.A and clearly stating the number and identity of clients currently or previously served.
- B. Providing evidence that it had one million dollars in billings for advertising placement each year over the past five (5) years as stated in Section 3.B.
- C. Providing evidence that it has an office located in the State of Maryland.

Tab 2 – Executive Summary

- A. The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The summary shall provide a broad overview of the Offeror's understanding of the contents of the RFP and how the Offeror's proposal meets the scope of services outlined in Section 4. If any addendum or amendments have been issued to this RFP, the Offeror shall acknowledge same in this section.
- B. Any exceptions to this RFP or the terms and conditions outlined in Attachment A or any other attachment must be clearly identified in this section. Exceptions may result in the proposal being rejected or being determined not reasonably susceptible of being selected for award.

Tab 3 – Required Submissions

- A. Bid/Proposal Affidavit (Attachment B) – completed and signed by an individual authorized to bind the Offeror. All questions are to be answered on Attachment B. If a question is not applicable please indicate so.
- B. MBE Form, Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1 to Attachment D of the RFP) – completed and signed by an individual authorized to bind the Offeror. **If the Offeror fails to complete and submit this form with the Technical Proposal as required, the Procurement Officer shall determine that the proposal is not reasonably susceptible of being selected for award.**

- C. Maryland Living Wage Requirements Affidavit of Agreement (Attachment E-1).
- D. Investments in Iran Form (Attachment H).

Tab 4 – Technical Response to Scope

- A. The Offeror shall address each area in Section 4 of the RFP and describe how the Offeror proposes to meet the requirements for services.
- B. The Offeror shall provide samples, clearly labeled as to content, that demonstrate the Offeror's capabilities of meeting the scope of services

Tab 5 – Organization and Structure

- A. The Offeror shall describe its organization and its structure, to include:
 - 1. A brief history of the company.
 - 2. The exact name of the Offeror submitting the proposal; the type of business entity (e.g., corporation, partnership, etc.), and the place of the Offeror's incorporation, if applicable.
 - 3. The name, address and telephone number of all personnel, consultants, sales agents or other entities involved in aiding the Offeror's efforts to obtain this Contract pursuant to this RFP or otherwise assisting the Offeror.
 - 4. A description of the Offeror's organizational structure and staffing plan for the DHCD account, including an organization chart of the Offeror's organization showing:
 - All major divisions and units;
 - Which divisions and units will perform the requirements of this Contract;
 - What level the management of this Contract will fall within the organizational structure;
 - What corporate resources will be available to support this Contract in both primary and secondary, or back-up roles;
 - Highlighted name/positions of staff who will work on DHCD's account and the percent of time each shall dedicate to DHCD's account. Any new positions that would be created as a result of acquiring DHCD's account, with a description of how these positions would be filled and when; and

- Number of full time equivalent positions, at minimum, that the Offeror will commit to DHCD's account.

5. A plan for how the MBE requirement associated with this Contract will be fulfilled.
- B. For each key staff person to be involved in DHCD's account, the Offeror shall provide the full name, title, and function and include a resume that specifically addresses experience relevant to DHCD's account.

Tab 6 – Background and Experience

The Offeror shall describe its background and experience in providing services under each of the four (4) functional areas described in Section 4.2. This experience must be under the Offeror's company name. Offerors shall describe how their organization can meet the requirements of this RFP and shall include:

- A. Any relevant experience comparable to what is requested in Section 3 for each functional area.
- B. A list of current client accounts and billings. Indicate if any client accounts have been lost within the last three (3) years and explain why.
- C. Provide a minimum of three (3) client references capable of documenting the Offeror's ability to manage projects of comparable size and complexity and two (2) references from other organizations, subcontractor or service providers that are relevant. Each reference must include the following information:
 1. Name of client organization;
 2. Name, title, and telephone number of Point-of-Contact for client organization;
 3. Value, type, and duration of contract(s) supporting the client organization;
 4. The services provided, scope of the contract, and performance objectives satisfied; and
 5. An explanation of why the Offeror is no longer providing the services to the client organization, should that be the case.

NOTE: DHCD shall have the right to contact any reference of its own choosing, or any other source, as part of the evaluation and selection process.

- D. State Contracts. Provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which has been completed within the last 5 years. For each identified contract the Offeror is to provide in its Technical Proposal:

1. The State contracting entity;
2. A brief description of the services/goods provided;
3. The dollar value of the contract;
4. The term of the contract;
5. The State employee contact person (name, title, telephone number and if possible e-mail address); and
6. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

The Procurement Officer or a designee may contact the identified State agencies or the most appropriate ones if many contracts are involved, to ascertain the Offeror's level of performance of State contracts.

Information obtained regarding the Offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

Tab 7 – Resources and Capabilities

The Offeror shall:

- A. Describe its resources and capabilities, and distinguish between those which it has in-house and those which it must subcontract.
- B. Describe any unique services the Offeror thinks would be helpful in meeting the goals of this Contract.
- C. Describe in detail how the Offeror proposes to meet and implement all of the technical requirements as specified in Section 4.

Tab 8 – Economic Benefit to the State of Maryland

- A. Offerors shall submit with their proposals a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of their performance of this contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered.

- B. Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than proposals that do not identify specific benefits as contractual commitments, all other factors being equal.
- C. Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the contract term.
- D. As applicable, for the full duration of the contract, including any renewal period, or until the commitment is satisfied, the contractor shall provide to the procurement officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.
- E. Please note that in responding to this section, the following do not generally constitute economic benefits to be derived from this contract:
 - 1. Generic statements that the State will benefit from the offeror's superior performance under the contract;
 - 2. Descriptions of the number of offeror employees located in Maryland other than those that will be performing work under this contract; or
 - 3. Tax revenues from Maryland based employees or locations, other than those that will be performing, or used to perform, work under this contract.
- F. Discussion of Maryland based employees or locations may be appropriate if the offeror makes some projection or guarantee of increased or retained presence based upon being awarded this contract.
- G. Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:
 - 1. The contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint venture partners.
 - 2. The number and types of jobs for Maryland residents resulting from the contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the contractor has committed, including contractual commitments at both prime and, if applicable, subcontract levels.
 - 3. Tax revenues to be generated for Maryland and its political subdivisions as a result of the contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
 - 4. Subcontract dollars committed to Maryland small businesses and MBEs.

5. Other benefits to the Maryland economy which the offeror promises will result from awarding the contract to the offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the contract award. Offerors may commit to benefits that are not directly attributable to the contract, but for which the contract award may serve as a catalyst or impetus.

5.3 PRICE PROPOSAL

Offerors shall submit one (1) original and five (5) copies of the price proposal on Attachment F in a separate sealed envelope captioned as specified in Section 1.5 of this RFP and signed by an official authorized to bind the Offeror.

SECTION 6. EVALUATION PROCEDURE AND CONTRACT AWARD

6.1 EVALATION COMMITTEE

The Procurement Officer shall establish an Evaluation Committee, which may include individuals from within or outside of State government. The Procurement Officer reserves the right to reject, in whole or in part, any and all proposals received as a result of this RFP, to waive minor irregularities in proposals, and to enter into discussions with all responsible offerors in any manner deemed necessary to serve the best interest of DHCD and the State. Offerors whose proposals are not accepted will be notified in writing.

6.2 DISCUSSIONS/ORAL PRESENTATIONS

All Offerors who appear to be responsible and whose proposals are initially classified as being reasonably susceptible of being selected for award (or potentially so) may be required to participate in discussions with, the Evaluation Committee. Offerors will be notified as to a date for oral presentations. Offerors must confirm in writing any substantive oral clarification of their proposal made in the course of discussions and all written clarifications will become part of the Offeror's Technical Proposal.

Price Proposals from only those responsible Offerors whose proposals are finally deemed reasonably susceptible of being selected for award will be opened following the discussion and presentation process.

If following the opening of the price proposals, the Procurement Officer determines that further discussion is in the best interest of DHCD and the State, the Procurement Officer will notify all of the Offerors of the date on which such discussions will be conducted. Upon completion of all discussions and upon receipt of any "best and final offers" submitted as a result of such discussions, the Evaluation Committee shall recommend to the Procurement Officer the award of the Contract to the responsible Offeror whose combined technical and price proposal is determined to be the most advantageous to DHCD and the State.

6.3 TECHNICAL PROPOSAL EVALUATION CRITERIA

The Evaluation Committee will conduct their evaluation of the Technical Proposals received on the basis of the following criteria in descending order of importance:

- A. Technical Response to Scope, as described in Section 5.2, Tab 4;
- B. Organization Structure and Staffing Plan as described in Section 5.2, Tabs 5;
- C. Background and Experience, as described in Section 5.2, Tab 6;
- D. Resources and Capabilities, as described in Section 5.2, Tab 7; and
- E. Economic Benefits, as described in Section 5.2, Tab 8.

6.4 PRICE PROPOSAL SELECTION CRITERIA

Price Proposals will not be opened until the evaluation of the Technical Proposal is complete. The Price Proposal evaluation will be based upon the prices submitted by the Offeror on Attachment F – Price Proposal Form, and best and final offers, if any. Proposals will be ranked in order from lowest to highest cost to the State.

6.5 WEIGHTING OF TECHNICAL AND PRICE PROPOSALS

The Technical Proposal will have more weight than the price proposal in determining the most advantageous offers.

6.6 CONTRACT AWARD

It is DHCD's intention to award contracts to up to two (2) Offerors whose proposals are determined to be the most advantageous to the State. However, DHCD reserves the right to award only to one (1) Contractor if that is felt to be in the best interest of the State.

6.7 SELECTION CRITERIA

If two (2) Contractors are awarded a contract, see Section 4.2.1 for how DHCD will assign work.